

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>12</b>		PAGE OF PAGES <b>1</b> <b>3</b>	
2. AMENDMENT/MODIFICATION NO. <b>012</b>		3. EFFECTIVE DATE <b>July 8, 2004</b>		4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812</b>		CODE <b>PS31-J</b>		7. ADMINISTERED BY (If other than Item 6) <b>Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax</b>		CODE <b>PS31-J</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  <b>Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806</b>				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNM04AA02C</b>			
				10B. DATED (SEE ITEM 13) <b>1/1/04</b>			
CODE <b>CAGE- 0T5L1</b>		FACILITY CODE <b>SAP- 103429</b>					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**N/A**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a) and Mutual Agreement</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$454,167,699	\$0	\$0	\$27,250,064	\$481,417,763	\$60,904,066
This Modification	\$0	\$0	\$0	\$0	\$0	\$0
Rev. Base Total	\$454,167,699	\$0	\$0	\$27,250,064	\$481,417,763	\$60,904,066

**SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Kelly J. Parson, Senior Contracts Representative</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jeffrey S. Jackson, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<b>/s/ Kelly J. Parson</b>  (Signature of person authorized to sign)	<b>July 8, 2004</b>	BY <b>/s/ Jeffrey S. Jackson</b>  (Signature of Contracting Officer)	<b>July 8, 2004</b>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(continued)

The purposes of this modification are to A) revise Clause B.2, Estimated Cost and Award Fee to, to reflect the correct amount of Potential Award Fee for the phase-in period which was increased as a result of Modification No. 8 dated June 4, 2004, and B) revise Attachment J-4, Performance Measurement Standards, in order to incorporate a revised measurement of schedule performance for PWS Section 5.7, Audio Visual Information Services, which previously utilized Attachment J-4-(E) for this purpose. Attachment J-4-(E)-(2) will therefore be incorporated for use only in evaluation of schedule performance for this PWS section. This revised measurement methodology will be effective for the period beginning July 1, 2004 through December 31, 2004, and continue unless revised by contract modification. It is recognized that this revision should have been included as part of Modification No. 11. As such, the determination that the changes delineated in Modification No. 11 did not warrant the granting of monetary consideration by the contractor also applies to this modification. Accordingly, NNM04AA02C is modified as follows:

- A. Clause B.2, Estimated Cost and Award Fee, is revised to reflect an amount of \$275,791 as the Potential Award Fee for the period 1/1/04 to 3/30/04. This amount was established based on the definitization of the SAIC proposal for Intergraph lease costs but not included in Modification No. 10 which allocated the Potential Award Fee pool between the phase-in period (1/1/04 to 3/30/04) and the remainder of the initial six-month evaluation period (3/31/04 to 6/30/04). This reallocation is accomplished within the existing amount of Potential Award Fee and does not require an upward adjustment to this amount.
- B. ATTACHMENT J-4-(E)-(2) is hereby incorporated on page J-4-21-A in order to establish a revised methodology for the measurement of schedule performance for PWS Section 5.7 only. This change is reflected both on the standards contained on page J-4-59 and on the Quarterly /Semi-Annual Performance Evaluation Summary, page J-4-81. Page J-4-3 is also revised to reflect the addition of ATTACHMENT J-4-(E)-(2), Audio Visual Schedule Performance Table.
- C. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2  
J-4-3

J-4-59  
J-4-81

Page(s) Added

B-2  
J-4-3  
J-4-21-A  
J-4-59  
J-4-81

C. All other terms and conditions of NNM04AA02C remain unchanged.

## B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04 - 6/30/04	\$ 46,789,434			\$275,791 (1/1/04 to 3/30/04) \$ 2,531,694 (3/30/04 to 6/30/04) (\$1,924,087 AF)* (\$607,607 OF)**
Base Year 1	7/1/04 - 12/31/04	\$ 84,478,961			\$ 5,068,619 (\$3,852,150 AF) (\$1,216,469 OF)
Base Year 2	1/1/05 - 6/30/05	\$ 81,160,269			\$ 4,869,617 (\$3,700,909 AF) (\$1,168,708 OF)
Base Year 2	7/1/05 - 12/31/05	\$ 81,160,268			\$ 4,869,616 (\$3,700,908 AF) (\$1,168,708 OF)
Base Year 3	1/1/06 - 6/30/06	\$ 80,289,384			\$ 4,817,364 (\$3,661,197 AF) (\$1,156,167 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 80,289,383			\$ 4,817,363 (\$3,661,196 AF) (\$1,156,167 OF)
Option Year 1	1/1/07 - 6/30/07				
Option Year 1	7/1/07 - 12/31/07				
Option Year 2	1/1/08 - 6/30/08				
Option Year 2	7/1/08 - 12/31/08				
	TOTAL	\$454,167,699			\$27,250,064

\* AF denotes Award Fee

\*\* OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>BASIC PERIOD</b> (January 1, 2004 thru December 31, 2006)				
001	1	Job	\$454,167,699	\$27,250,064
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

## ATTACHMENTS

The following ATTACHMENTS J-4-(A) through J-4-(E) are for use in measuring performance of PWS Section 3.1 Agencywide Application Projects. ATTACHMENT J-4-(F) is for use in measuring performance of PWS Section 5.1, MSFC Applications and Web Services.

1. ATTACHMENT J-4-(A)- Agencywide Application Projects Performance Metric
2. ATTACHMENT J-4-(A)-(1)- Software Defects Per Lines of Source Code
3. ATTACHMENT J-4-(B)- Table Releases Performance Metric
4. ATTACHMENT J-4-(B)-(1)- Defects per Table Release
5. ATTACHMENT J-4-(C)- Technical Support Services Performance Metric
6. ATTACHMENT J-4-(C)-(1)- Technical Support Services Conversion Table
7. ATTACHMENT J-4-(D)- Quality of Customer Support Services
8. ATTACHMENT J-4-(D)-(1)- Customer Problem Resolution Conversion Table
9. ATTACHMENT J-4-(E)- Timeliness of Performance (also used in other areas)
10. ATTACHMENT J-4-(E)-(1)- Milestone Schedule Performance Table
- 11. ATTACHMENT J-4-(E)-(2)- Audio Visual Schedule Performance Table**
12. ATTACHMENT J-4-(F) Trouble Ticket Response/Resolution Matrix

The following attachments are for use in performing the overall objective evaluation of PWS sections 3.0 and 5.0 (excluding 3.9 and 5.10).

13. ATTACHMENT J-4-(G)- Surveillance Plan Matrix
14. ATTACHMENT J-4-(H)- Performance Requirements Summary/MADR's
15. ATTACHMENT J-4-(I)- Quarterly/Semi-Annual Performance Evaluation Summary

**ATTACHMENT J-4-E (2)**  
**Audio Visual Schedule Performance Table**

ADJECTIVE RATING	DEFINITIONS	PERCENT OF APPLICABLE FEE EARNED
A	Services and products delivered per committed schedule. <b>Percentage calculated as X/Y where X = # of Service Requests not delivered on time and Y = # of Service Requests closed during the reporting period. Percentage &lt;= .5% of total Service Requests closed during reporting period.</b>	100 %
B	Services and products delivered per committed schedule. <b>Percentage calculated as X/Y where X = # of Service Requests not delivered on time and Y = # of Service Requests closed during the reporting period. Percentage &gt;.5% but &lt;=1% of total Service Requests closed in reporting period.</b>	90%
C	Services and products delivered per committed schedule. <b>Percentage calculated as X/Y where X = # of Service Requests not delivered on time and Y = # of Service Requests closed during the reporting period. Percentage &gt;1% but &lt;=1.5% of total Service Requests closed in reporting period.</b>	80%
D	Services and products delivered per committed schedule. <b>Percentage calculated as X/Y where X = # of Service Requests not delivered on time and Y = # of Service Requests closed during the reporting period. Percentage &gt;1.5% but &lt;=2% of total Service Requests closed in reporting period.</b>	50%
E	Services and products delivered per committed schedule. <b>Percentage calculated as X/Y where X = # of Service Requests not delivered on time and Y = # of Service Requests closed during the reporting period. Percentage &gt;2% of total Service Requests closed in reporting period.</b>	0%

(Bold type indicates changes to previously utilized Attachment J-4-E for PWS 5.7 only)

PERFORMANCE REQUIREMENTS SUMMARY/ MADRS – UNITEs		ATTACHMENT J-4-(H)	
SOW Section	Performance Standard	MADR	WEIGHT
5.7 Audio Visual Information Services	<p>A. Contractor shall adhere to established schedules for delivery of required products.</p> <p>B. Contractor shall provide quality products per applicable specifications and technical standards, and be comparable to commercial offerings.</p> <p>C. Contractor shall adhere to all applicable procedural and regulatory guidance, such as Government Printing Office (GPO) requirements, NASA/ MSFC regulations, NASA Research Announcement (NRA) requirements, and copyright laws.</p>	See Attachment J-4-(E)-(2)	30%
5.7.1 Content Creation			40%
5.7.2 Content Assembly			30%
5.7.3 Content Distribution			

(Mod. No. 12)

**ATTACHMENT J-4-(I)**  
**Unified NASA Information Technology Services (UNITeS)**  
**Quarterly/Semi-Annual Performance Evaluation Summary**  
 ( )

<b>Required Service</b>	<b>Performance Standard</b>	<b>MADR</b>	<b>Quarterly Evaluation Data</b>
5.7 Audio Visual Information Services <b>A</b>	Contractor shall adhere to established schedules for delivery of required products.	See Attachment J-4-(E)-(2)	
<b>B</b>	Contractor shall provide quality products per applicable specifications and technical standards, and be comparable to commercial offerings.	2%	
<b>C</b>	Contractor shall adhere to all applicable procedural and regulatory guidance, such as Government Printing Office (GPO) requirements, NASA/MSFC regulations, NASA Research Announcement (NRA) requirements, and copyright laws.	2%	

(Mod. No. 12)